

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Information Management Services, Inc. 1201 16th St. NW, Suite 414 Washington, D.C. 20036	2. Registration No. 6361
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3. Name of Foreign Principal Consulate General of Mexico	4. Principal Address of Foreign Principal 4507 San Jacinto St. Houston, TX 77004
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5. Indicate whether your foreign principal is one of the following:

- ☒ Government of a foreign country¹
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
- | | |
|--------------------------------------|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify) _____ |
- ☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

Consulate General of Mexico

b) Name and title of official with whom registrant deals

Oscar Rodriguez Cabrera, Consul General

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
June 17, 2016	Jeffrey S. Klueter, President	/s/ Jeffrey S. Klueter
		eSigned

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Information Management Services, Inc.
1201 16th St. NW, Suite 414
Washington, D.C. 20036

2. Registration No.

6361

3. Name of Foreign Principal

Consulate General of Mexico

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Information Management Services, Inc. will provide research, communications, and strategic support on behalf of the Consulate General of Mexico, within the United States.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Information Management Services, Inc. will provide research, communications, and strategic support on behalf of the Consulate General of Mexico, within the United States.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
June 17, 2016	Jeffrey S. Klueter, President	/s/ Jeffrey S. Klueter eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is made and entered into on February 22, 2016 (the "Execution Date"), by and between Information Management Services, Inc. ("IMS"), a corporation formed under the laws of the District of Columbia, whose principal place of business is located at 1201 16th St NW, Suite 414, Washington, D.C., 20036, and The Raben Group (the "Company"), a limited liability company formed under the laws of the State of Washington D.C., whose principal place of business is located at 1341 G St. NW, 5th Floor, Washington, DC 20005. IMS and the Company are collectively referred to herein as the "Parties."

RECITALS

A. The Company desires and intends to retain the services of IMS as a consultant pursuant to the terms and conditions set forth in this Agreement, and IMS desires to accept this engagement pursuant to the terms and conditions set forth in this Agreement; and

B. IMS is willing to perform the services desired by the Company in exchange for the consideration set forth hereinafter;

NOW, THEREFORE, in consideration of the mutual undertakings, the Parties agree as follows:

1. **Term.** This Agreement shall remain in full force and effect commencing on the Execution Date, and ending December 31, 2016, or on such date as is otherwise agreed by both parties.

2. **Consulting Services.** IMS agrees to provide the consulting services described in Section 3 below (the "Services") to the Company. The Services shall be performed by Jeff Klueter and others under the specific supervision of Jeff Klueter. IMS shall provide the Services for the benefit of the Company and/or its affiliates. For purposes of this Agreement, affiliate means any other individual, corporation, partnership, limited liability company, association, trust, organization or other entity, directly or indirectly controlling, controlled by, or under common control with the Company. Further to this provision, IMS shall be available to consult with the Company's Board of Directors, as well as the officers and the heads of the administrative staff of the Company and/or its affiliates, at all reasonable times.

3. **Scope of Services.** IMS services shall include research, communications, and strategic support in conjunction with the Company's efforts to design and scale campaigns in service of educating, enriching and fostering understanding and respect for the Mexican-American people, their heritage, and their unique cross-cultural contributions.

4. **Compensation.** IMS shall be paid a project fee of US \$500,000.00 (five hundred thousand dollars 00/100 United States Dollars) ("Project Fee") over the duration of the term. Total payments to IMS under this Agreement shall not exceed \$500,000. IMS agrees that payment of this Project Fee to IMS by the Company shall be predicated upon full and timely payments by the Company's client of all amounts due to the Company under separate agreement with the client. IMS will provide invoices describing the work performed in the

prior phase, including a brief description of work performed by IMS personnel. The payment schedule shall be as follows:

- Project initiation, March 10, 2016: \$100,000
- Phase One Deliverables, July 1, 2016: \$200,000
- Phase Two Deliverables, November 1, 2016: \$150,000
- Phase Three Deliverables, December 31, 2016: \$50,000

In addition, the Company shall reimburse IMS for reasonable and documented out of pocket expenses incurred by IMS in connection with its performance of the Services and supported by copies of actual receipts therefore, provided that Company has pre-approved in writing each such expense ("Approved Expenses"). Approved Expenses may include airfare, lodging, and other reasonable and documented business expenses.

4. **Governing Law and Venue.** This Agreement is governed by the laws of the District of Columbia without reference to any conflict of laws principles that would require the application of the laws of any other jurisdiction. The Company irrevocably consents to the personal jurisdiction of the state and federal courts located in Washington, D.C., for any suit or action arising from or related to this Agreement, and waives any right the Company may have to object to the venue of such courts. Consultant further agrees that these courts will have exclusive jurisdiction over any such suit or action initiated by IMS against the Company.

5. **Dispute Resolution.** All negotiations pursuant to this provision are confidential and shall be treated as compromise and settlement negotiations for purpose of the United States Federal Rules of Evidence and state rules of evidence. The parties, their representatives, other participants and the mediator or arbitrator shall hold the existence, content, and result of the mediation or arbitration in confidence. The parties will not disclose the existence, content, or results of any proceedings conducted in accordance with this Section 5, and materials submitted in connection with such proceedings will not be admissible in any other proceeding; provided however that this confidentiality provision will not prevent a petition to vacate or enforce an arbitration award, and shall not bar disclosures required by law.

a. **Nonbinding Mediation.** A party may initiate mediation by giving notice to the other party. Mediation will be nonbinding and before the Judicial Arbitration and Mediation Services, Inc. ("JAMS") under the then effective JAMS Rules of Practice and Procedure. The mediation shall take place in Washington, D.C., regardless of which party initiates the mediation. The Parties shall attempt to reach agreement on the appointment of a mediator. If they cannot so agree, the mediator shall be appointed by JAMS and pursuant to JAMS Rules of Practice and Procedure. The mediation shall be completed within sixty (60) days of its initiation, unless the Parties otherwise agree. Each party will bear its own costs and expenses for participating in mediation including, without limitation, attorneys' fees, and an equal share of the mediator's fees and expenses.

b. **Binding Arbitration.** Any dispute that has not been resolved by mediation as provided in Section 5 will be submitted to binding arbitration by the American Arbitration Association ("AAA"). The Parties shall attempt to reach agreement on the appointment of an arbitrator. If they cannot so agree, the arbitrator shall be

appointed by the AAA. The arbitration shall take place in Washington, D.C., regardless of which party initiates the arbitration.

6. **Confidentiality and Compliance.** For purposes of this Agreement, the term "Confidential Information" means any and all data, documents, plans and information disclosed to or learned by IMS in order for it to provide, or in the course of providing, the Services. The following information shall not be deemed Confidential Information: (i) information which is, or may become, available to IMS on a non-confidential basis from a source other than the Company; (ii) information which IMS can demonstrate that, when disclosed, was already known to it; (iii) information which IMS legally received from any third party; and (iv) information which IMS can demonstrate was developed independently by it, without use of or reference to the Confidential Information. IMS hereby agrees to keep in secrecy any and all Confidential Information unless otherwise approved in writing by the Company. IMS agrees to use the Confidential Information solely and exclusively for purposes of providing the Services.

7. **No Conflicts.** IMS represents that there are no conflicts of interest in performing any work on behalf of Company. IMS hereby agrees that it shall notify the Company of any conflicts of interest that may arise while it is performing work on its behalf.

8. **Non-Solicitation.** The Company agrees that during the period this Agreement is in force, including any extensions or modifications hereto, and for an additional two (2) years following this period, the Company shall not, directly or indirectly, on the Company's own behalf or on behalf of any other person, solicit or attempt to solicit any referral without the written consent of IMS.

9. **Anti-Corruption Laws.** The Company and its affiliates are required to comply with the United States Foreign Corrupt Practices Act, as amended ("FCPA"). IMS represents, warrants and covenants that neither IMS, nor any person working directly or indirectly for IMS, has taken or will take any action that will cause the Company or its affiliates to violate the FCPA. IMS is familiar with and understands that the FCPA prohibits offering, paying, providing, promising, or authorizing, with a corrupt intent, a payment or anything of value to a foreign official, foreign political party, or any candidate for foreign political office in order to obtain, retain, or direct business. The Company will have the right to audit IMS' documents related directly to the work performed by IMS at the Company's request upon reasonable notice and during business hours.

10. **Notices.** All notices, requests and other communications to either party by the other party shall be in writing, including facsimile transmission and electronic mail ("e-mail") transmission.

11. **Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

12. **Modification.** Any amendment or modification of this Agreement by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each Party.

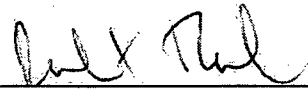
13. **Force Majeure.** Neither party shall be considered in default or held responsible to the other on account of or arising out of the interruption of its performance under this Agreement by extraordinary natural disturbance, act of God, or of the public enemy, any civil commotion, riot, insurrection, terrorism, or hostilities, war (declared or otherwise) conditions that may adversely affect the safety of such party's personnel, restrictions due to blockades, embargoes, unavailability of materials; unforeseen market shortages or any other cause beyond the reasonable control of such party that arise without the fault or negligence of such party, and that result in the delay of performance hereunder. Any delay resulting from the events above shall be deemed excusable. The party whose performance will be delayed by such events will use its best efforts to notify the other with five (5) days after the occurrence of such events and within five (5) days after the cessation thereof. The party whose performance is affected will diligently proceed to perform to the best of its ability upon the resolution of such events. The Company shall not be responsible to pay the Project Fee for any period of a force majeure event; the Project Fee will be pro-rated on a per diem basis for each day in which IMS' performance is prevented by a force majeure event.

14. **Compliance with law; assistance with government inquiry.** IMS agrees to perform all work to be performed under this Agreement in compliance with all governmental laws, statutes and regulations. IMS agrees to provide in a timely manner, all documents and services, including personal services, necessary to assist the Company in connection with any audit, inquiry or investigation of the Company by the Federal Election Commission or by any other government agency or in connection with any matter relating to compliance by the Company with the federal election laws and their implementing regulations. The obligations set forth in this paragraph shall survive indefinitely the termination of this agreement.

To evidence the parties' agreement to this Agreement, they have executed this Agreement the day and the year first named above.

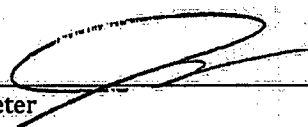
[Signature page follows.]

The Raben Group
5th Floor, 1341 G St. NW
Washington, D.C. 20005
Attention: _____

By:  _____

Information Management Services, Inc.

1201 16th St NW, Suite 414
Washington, DC 20036
Attention: Jeff Klueter
E-mail: jeff@imsdc.com

By:  _____
Jeff Klueter
President

**AGREEMENT BETWEEN THE CONSULATE GENERAL OF MEXICO
AND THE RABEN GROUP, LLC**

This Agreement between The Consulate General of Mexico. ("The Consulate"), 4507 San Jacinto St, Houston, TX 77004 and The Raben Group, LLC ("The Raben Group"), 1341 G Street, NW, Washington, DC 20005, Tax ID # 52-2296319, sets forth as follows:

1. The Consulate retains The Raben Group to Elaborate a proposal in order to develop a diagnosis and design of a plan that contributes to the communication and exchange of experiences within Mexicans living in the USA and Mexico. Larry Gonzalez, Estuardo Rodriguez and Robert Raben shall serve as the primary representatives of The Raben Group, with assistance from other professionals as needed. The Raben Group shall report to Oscar Rodriguez Cabrera of The Consulate.
2. The term of this Agreement is from May 12, 2016 through December 31, 2016.
3. The Raben Group will provide the services described in the attached scope of work, previously approved by the Consulate as the quote.
4. In consideration for these services, The Consulate shall compensate The Raben Group a total project retainer in the amount of \$2,300,000, paid according to the quote:

Project initiation: \$345,000

Phase One Deliverables: \$651,666.66

Phase Two Deliverables: \$651,666.66

Phase Three Deliverables: \$651,666.66

5. The Consulate shall indemnify and hold harmless The Raben Group, its officers, and employees against all losses, claims, liabilities, damages and expenses of any nature, directly or indirectly, arising out of, or as a result of any act or omission by The Raben Group, its employees, agents or subcontractors in the performance of this Agreement. Likewise, The Raben Group shall indemnify and hold harmless The Consulate, its employees, agents, or subcontractors, against all losses, claims, liabilities, damages, and expenses of any nature, directly or indirectly, arising out of, or as the result of any act or omission by The Consulate, its officers, and employees.
6. The Raben Group and its employees, agents and subcontractors agree to maintain confidentiality with respect to proprietary and confidential information they have obtained during the course of their work under this Agreement. Confidentiality shall survive the termination of the agreement.
7. The Consulate agrees that during the period this agreement is in force, including any extensions or modifications thereto, and for an additional 12 months following this period, The Consulate will not solicit for employment, hire, or contract with, any Raben Group employee. The Consulate agrees to pay The Raben Group the sum of \$15,000 as liquidated damages for the breach or attempted breach of this provision.


8. This Agreement represents the totality of the agreement between the parties and may be modified and/or any provision thereof may be waived only in writing, signed by both parties. The Raben Group is contracting hereunder for the services of Mr. Gonzalez, Mr. Rodriguez, and Mr. Raben.
9. Each party may terminate this Agreement with or without cause with thirty (30) days written notice; to which each party agrees that when the Agreement is terminated, each party will fulfill the responsibilities it has committed to prior to the time notice of termination is given.
10. The parties agree to retain their sense of humor.

In Witness Whereof, the parties have signed or caused their duly authorized representatives to sign this Agreement on the dates stated below.

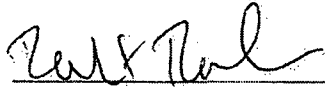
The Consulate General of Mexico

The Raben Group, LLC

BY:


Oscar Rodriguez Cabrera
Consul General

BY:


Robert Raben
President

DATE:

5/13/16

DATE:

5/12/16